

MOU Instructions

- (1) Whenever a copy of the MOU is provided to the Coach- they **MUST** be notified that they have the opportunity to be represented by counsel of their choosing.
- (2) Throughout the MOU please provide fixed dollar amounts and refrain from using percentages.
- (3) The Term of every employment agreement should be broken into Contract Years or other periods of time. The start of Contract Year 1 should always be the effective date and the end of the final Contract Year should always be the expiration date.
- (4) Provide an annual base salary for each Contract Year of the Term, if the annual base salary is the same throughout the Term, please indicate that in Section 2.
- (5) For any dollar amount provided in Section 3 please indicate the frequency of the additional benefit. For example, a vehicle stipend of \$700 per month or a membership at country club not to exceed \$20,000 per year.
- (6) In Section 4 (i) select if Coach will receive incentive payments based on Athletic Department Policy or the Exhibit 1 to the MOU. The option that is not selected can and should be deleted from the MOU.
- (7) Non-cumulative incentive payments as well as a payment deadline of 90 days are the standard and will be used in the Agreement if Sections 4 (i) & (ii) are left blank.
- (8) If the Coach owes a buyout to their previous employer provide the amount the University or Coach has been invoiced in Section 5 (i). In the event that no buyout is owed then Section 5 & 7(ii) should be deleted in its entirety.
- (9) As a starting point for Sections 6 & 7, if the Coach wants the University to pay 100% of their remaining base salary if they are terminated without cause; The University should seek 100% of the Coach's then current annual base salary if they terminate without cause.